

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

FTX TRADING LTD., *et al.*,¹

Debtors.

Chapter 11

Case No. 22-11068 (JTD)

(Jointly Administered)

DECLARATION

I, Peter Charles Edward Bullock, declare under penalty of perjury:

1. I am a Partner of King & Wood Mallesons, located at 13th Floor, Gloucester Tower, The Landmark, 15 Queen's Road Central, Central, Hong Kong (the "Firm"). The Firm is a Hong Kong partnership, a separate legal entity and a Member Firm of the KWM Network, a Verein structure which also includes the Australian partnership and the China partnership.

2. FTX Trading Ltd. and its affiliated debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), have requested that the Firm provide legal services and advice regarding Hong Kong laws to the Debtors, and the Firm has consented to provide such services.

3. This Declaration is submitted in compliance with the *Order Authorizing Procedures to Retain, Compensate and Reimburse Professionals Utilized in the Ordinary Course of Business* (the "OCP Order"), which I have reviewed. I understand the limitations on compensation and reimbursement under such OCP Order.

¹ The last four digits of FTX Trading Ltd.'s and Alameda Research LLC's tax identification number are 3288 and 4063 respectively. Due to the large number of debtor entities in these Chapter 11 Cases, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.ra.kroll.com/FTX>.

4. The Firm has provided services to the Debtors prior to the Petition Date.

The Firm has provided the following services:

Client name	Matter description	File opened
FTX Trading Ltd and certain affiliated / service entities	Hong Kong regulatory, advisory and transactional support across a variety of matters	28 July 2021
FTX Trading Ltd	Assistance with shareholders' agreement and related matters	23 November 2021
FTX Trading Ltd	Third party crypto account claim and settlement	21 July 2022
FTX Trading Ltd	Claim by third party complainant and related settlement negotiations	5 September 2022
Alameda Research Ltd	Hong Kong regulatory advice in connection with trading and related activities	10 November 2022

5. The Debtors have requested, and the Firm has agreed, to provide services to the Debtors, and the Firm has consented to provide such services (the "Services"). The Services include, without limitation, the following:

- a) legal services relating to Hong Kong insolvency law and procedures;
- b) legal services relating to Hong Kong employment laws and practice; and
- c) legal services to provide continuity with our relationship having acted for Debtor companies prior to the Petition Date.

6. In the ordinary course of business, the Firm maintains a database for the purpose of performing conflicts checks. The Firm's database contains information regarding present and past engagements. I obtained the attached list of key parties-in-interest from the Debtors for the purpose of searching the aforementioned database and determining the connection(s) which the Firm and/or its employees has/have with such parties. The Firm's search of the database (to include the Firm's global business, save for that of the China partnership) identified the following connections:

- a) One of our regulatory partners within the Firm's Australian partnership has acted for Temasek in connection with its investment into the FTX Group. We understand that this role was related to Australian legal compliance, as local counsel for Temasek. As such, our role in Hong Kong was subject to an information barrier between relevant teams. That barrier remains in place and relates to segregating teams and access to information. Temasek was aware of the Firm's role supporting FTX in Hong Kong. We are not aware of any further work for Temasek. In any event, no person on that side of the information barrier would be involved in this matter for the FTX Group.
- b) As part of our support to FTX Trading Limited in connection with Hong Kong regulatory enquiries in 2021-22, certain enquiries also extended to other members of the FTX Group – namely Alameda Research LLC and Cottonwood Grove Limited. We supported with these enquiries on request by FTX on a fully disclosed basis, noting further that there was no actual or potential conflict of interest identified at that point time. A set of queries also related to Salameda – a non-group company but with common legal support and certain employees. Given the overlap between the lines of enquiry, our understanding of the inter-company service arrangements and the highly factual nature of those enquiries, we were also asked to support by reviewing those responses and we did so on a fully disclosed basis. Salameda was also separately advised by Howse Williams. We understand that Salameda continues to be separately advised. We add that we have declined to act further for Salameda, unless this would be as part of any role for the FTX Group (upon its request) and subject to further KWM conflicts review and procedures under this new agreement.
- c) These entities are active clients of the Firm but not related to FTX matters or these Chapter 11 Cases:

Bankruptcy Professionals
Ernst & Young
Banks/Lender/UCC Lien Parties/Administrative Agents

Bank of America
Circle Internet Financial, Inc.
Commercial Bank of Dubai
DBS Bank Limited
Emirate NBD Bank
Eurobank
HSBC Bank
JPMorgan Chase Bank, N.A.
Moneytech
Morgan Stanley
MUFG Bank, LTD.
National Australia Bank
Nium
Nuvei
Omipay / Cuscal
Paysafe
Silicon Valley Bank
Sumitomo Mitsui Banking Corporation (SMBC)
Wells Fargo
Contract Counter-Parties
FTI Consulting, Inc.
Yahoo Inc.
Customers

Insurance
Endurance Worldwide Insurance Ltd., Zurich Insurance Plc,
QBE Insurance Corporation
Investments/Acquisitions
TaxBit
Landlords
WeWork Companies LLC
Ordinary Course Professionals
Clayton Utz
Covington & Burling LLP
Hogan Lovells
Loyens&Loeff
Piper Alderman Law
Significant Competitors
BlockFi, Inc.
Crypto.com
Kraken
UCC Professionals
Hunton Andrews Kurth LLP
Utilities
Comcast
Verizon Wireless

Vendors
AIRBNB
Amazon
Amazon Web Services (AWS)
American Express
Apple Inc.
Bloomberg
Cloudflare Inc
Door Dash
DoorDash US
Facebook/Meta
Futures Industry Association
Google
Google Cloud Platform
Matonee Inc
MetaTheory
Sequoia Capital Fund, L.P.
Hogan Lovells International LLP
Learfield
Lexis Nexis
Meta Platforms, Inc.
Microsoft
Morrison and Foerster LLP
Osler, Hoskin & Harcourt LLP

Perkins Coie LLP
Piper Alderman Law
Pricewater House Coopers LLP
Refinitiv
Revolut Ltd
Roku
Sidley Austin LLP
Skadden, Arps, Slate, Meagher & Flom LLP
SSB Trust (State Street Bank and Trust Company)
TaxBit
TikTok

- d) These entities are inactive clients of the Firm but not related to FTX matters or these Chapter 11 Cases:

Bankruptcy Professionals
Perella Weinberg Partners
Contract Counter-Parties
Ledger SAS
Donations
Managed Funds Association
Investments/Acquisitions
Acala
Stocktwits
SupraOracle / ENTROPY PROTOCOL LTD.

Ordinary Course Professionals
Appleby
BlackOak
Significant Competitors
Coinbase
Gemini
Utilities
AT&T
Vendors
Satori Research
Scopely
SEBA Bank
Hotels.com
Insight Direct USA Inc

- e) These entities are not clients of the firm but counterparties to KWM matters (closed and live) unrelated to FTX matters or these Chapter 11 Cases:

Banks/Lender/UCC Lien Parties/Administrative Agents
AKBANK
BMO Harris Bank, N.A.
ED&F Man Holdings Inc.
Goldfields Money
Prime Trust LLC
Signet

Silvergate Bank
Stripe
Tokyo Star Bank
Transactive
Contract Counter-Parties
Binance
Lightspeed Management Company, LLC
Ribbit Capital
StockTwits, Inc.
Customers
Wincent Investment Fund PCC Limited
Donations
Stanford University
Insurance
HDI Global Specialty SE
The Hanover Insurance Group
Investments/Acquisitions
Altimeter Growth Partners Fund VI, L.P.
China Venture Capital Fund
Skybridge
StepN (Find Satoshi Lab)
Umee
Philadelphia Indemnity Insurance Company
Sompo International

zero one
Taxing Authority/Governmental/Regulatory Agencies
Commodity Futures Trading Commission
Internal Revenue Service
Japan Financial Services Agency
Monetary Authority of Singapore
New York Department of Financial Services
Peter Marton
Secretary of State
Securities and Exchange Commission
Vendors
BitGo
BTIG
Chartwell
CHICAGO MERCANTILE EXCHANGE INC.
Equinix
Equinix INC
Eventus Systems, Inc.
FEDEX
Florida International University Foundation
Food Panda
FOX BROADCASTING COMPANY
Fox Sports

GitHub
Jetstream Partners Limited
Microsoft Online Inc
Playup Limited
Prime Trust LLC
Sierra Wireless
Slack Technologies, Inc
Stripe, Inc.
The Executive Centre
The Executive Centre Singapore Pte Ltd
Time Magazine

- f) Although not clients or counterparties of the Firm, the Firm's insurers include HDI Global Specialty SE and The Hanover Insurance Group.

7. To the best of my knowledge, formed after due inquiry, except as set forth herein, neither I, the Firm, nor any attorney or employee thereof (i) has any connection with the Debtors or (ii) currently represents (or previously represented) any of their creditors, other parties-in-interest, the U.S. Trustee or any person employed by the U.S. Trustee with respect to the Debtors or the matters upon which it is to be engaged. Additionally, the Firm, its attorneys and employees do not, by reason of any direct or indirect relationship to, connection with, or interest in the Debtors, hold or represent any interest adverse to the Debtors, their estates or any class of creditors or equity interest holders with respect to the matters upon which the Firm is to be employed, except as disclosed above.

8. Neither I, nor any principal, partner, director, officer of, or professional employed by the Firm has agreed to share or will share any portion of the compensation to be received from the Debtors with any other person other than the principals and regular employees of the Firm.

9. The Firm's current customary hourly rates, subject to change from time to time, are: \$1,125 for Senior Partners; \$930 for Junior Partners; \$890 for Counsel; \$800-850 for Senior Associates; \$540-750 for Associates and \$360-425 for Trainee Solicitors. In the normal course of business, the Firm revises its regular hourly rates on July 1 of each year and requests that effective July 1 of each year, the aforementioned rates be revised to the regular hourly rates which will be in effect at that time. The Firm shall seek reimbursement of only actual and necessary expenses and other charges incurred by the Firm, and shall not exceed the amounts allowed for copying or facsimile transmissions set forth in Local Rule 2016-2(e)(iii).

10. The Debtors owe the Firm \$49,972.00 for prepetition services, the payment of which is subject to limitations contained in title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* The Firm understands that it must file a proof of claim for such fees and expenses unless the amount thereof is properly listed in the Debtors' schedules of liabilities and is not designated therein as contingent, unliquidated or disputed.

11. The Firm keeps time records in one-tenth of an hour increments in the ordinary course of business.

12. As of the Petition Date, the Firm was party to a services agreement with the Debtors, dated July 22, 2021. To the extent that such services agreement contains material terms which are not disclosed in the text of this Declaration, a copy of such agreement is attached as an exhibit to this Declaration.

13. The Firm understands that any compensation/reimbursement paid to the Firm is subject to disallowance and/or disgorgement under 11 U.S.C. § 328(c) and applicable law.

14. The Firm is conducting further inquiries regarding its retention by any creditors of the Debtors, and upon conclusion of that inquiry, or at any time during the period of its employment, if the Firm should discover any facts bearing on the matters described herein, the Firm will supplement the information contained in this Declaration.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated: February 8th, 2023



Peter Charles Edward Bullock

FTX Trading – Redacted Key Parties in Interest¹**5% or More Equity Holders**

Edward Moncada
 Nishad Singh
 Name On File
 Samuel Bankman-Fried
 Zixiao Wang

Ad Hoc Committee (Non US Customers of FTX.com)

Eversheds Sutherland (Us) LLP
 Morris, Nichols, Arsht & Tunnell LLP

Bankruptcy Judges

Ashely M. Chan
 Brendan L. Shannon
 Craig T. Goldblatt
 John T. Dorsey
 Karen B. Owens
 Kate Stickles
 Laurie Selber Silverstein
 Mary F. Walrath
 Una O'Boyle (Clerk of Court)

Bankruptcy Professionals

Ernst & Young
 Quinn Emanuel Urquhart & Sullivan, LLP
 AlixPartners, LLP
 Alvarez & Marsal North America, LLC
 Kroll Restructuring Administration
 Landis Rath & Cobb LLP
 Perella Weinberg Partners
 Sullivan & Cromwell LLP

Banks/Lender/UCC Lien Parties/Administrative Agents

AKBANK
 Apple Business
 Bank of America
 Bank of Cyprus
 BCB Bank
 BMO Harris Bank, N.A.
 Circle Internet Financial, Inc.
 Commercial Bank of Dubai
 Commerical Bank of Vietnam
 Customers Bank
 DBS Bank Limited
 Deltec
 ED&F Man Holdings Inc.
 Emirate NBD Bank
 Equity Bank
 Etana
 Eurobank
 Evolve Bank and Trust

Far Eastern Int'l Bank
 Fibabanka
 Fidelity Bank (Bahamas)
 Garanti BBVA
 Goldfields Money
 HDFC Bank
 HSBC Bank
 Interactive Brokers
 JPMorgan Chase Bank, N.A.
 Jtrust Bank
 Klarpay
 LendingClub
 Maerki Baumann & Co. AG
 Moneytech
 Moonstone Bank
 Morgan Stanley
 MUFG Bank, LTD.
 National Australia Bank
 Nium
 Nuvei
 Octabase
 Omipay / Cuscal
 PayPay Bank
 Paysafe
 Prime Trust LLC
 Rakuten Bank
 RJ O'Brien
 SBI Sumishin Net Bank Ltd.
 Signature Bank
 Signet
 Silicon Valley Bank
 Silvergate Bank
 Siraat Banksai
 Stanford Credit Union
 Strait X
 Stripe
 Sumitomo Mitsui Banking Corporation (SMBC)
 Swapforex
 Tokyo Star Bank
 Transactive
 Transfero
 Turicum
 Vakifbank
 Volksbank Bayern Mitte eG
 Washington Business Bank
 Wells Fargo
 Western Alliance

¹ Pursuant to the *Final Order (I) Authorizing the Debtors to Maintain A Consolidated List of Creditors in Lieu of Submitting a Separate Matrix for Each Debtor, (II) Authorizing the Debtors to Redact or Withhold Certain Confidential Information of Customers and Personal Information of Individuals on a Final Basis and (III) Granting Certain Related Relief* [D.I. 545], the names of (i) customers and (ii) natural persons who the Debtors believe are protected by the GDPR are redacted. An unredacted version of the Key Parties in Interest List is filed under seal at D.I. 288.

Zand Bank

Contract Counter-Parties

AC Revocable Trust

Adresana Limited

AIM Sports, LLC

Name On File

Name On File

Name On File

Alpaca Crypto LLC

AlteumX International S.A.

Name On File

Name On File

Name On File

Name On File

Barstool Sports Inc.

Billboard Media, LLC

Binance Capital Management Co. Ltd.

BitGo

BITOCTO

BlockFi Inc.

Brandon Williams

Brave Software International SEZC

Name On File

Cal Athletics

Chainalysis

Coachella Music Festival, LLC

David Ortiz

David Ortiz Children's Fund

Name On File

Diego Perez de Ayala

Digital Assets DA AG

Digital Finance Group Company

Dolphin Entertainment, Inc.

Name On File

Elvia Delgadillo

Exodus Movement, Inc.

Fortune Cookie

FOX SPORTS SUN, LLC

Name On File

FTI Consulting, Inc.

Furia ESports LLC

Galois Capital

Gisele Caroline Bündchen

Golden State Warriors

Gpay Network Pte. Ltd.

Growflint Technologies Pvt. Ltd.

HashKey Blockchain Investment Fund

HODL Media, Inc.

ICC Business Corporation FZ LLC

Idealex Services OU

IEX Group, Inc.

iVest+

Name On File

Name On File

Jeremy Cranford

Name On File

{1368.002-W0069962.}

Joele Frank

Kariya Kayamori

Name On File

Kevin O'Leary

Name On File

Larnabell Enterprises Limited

Laura Larissa Hanna

Ledger SAS

Lightspeed Management Company, LLC

Lincoln Holdings LLC DBA Monumental Sports & Entertainment

Lorem Ipsum UG

Name On File

Name On File

Major League Baseball Clubs

Major League Baseball Properties, Inc

Mark Khalil

Medium Rare Live, LLC

Meow Technologies Inc.

Mercedes-Benz Grand Prix Limited

Name On File

MLB Advanced Media, L.P

MMBOC, LLC

MPG Live Ltd

Multicoins Capital

Nardello & Co. LLC

Naomi Osaka

O'Leary Productions Inc.

Office of the Commissioner of Baseball

Paradigm

Patrick Gruhn

Paul Forest

Paxos Trust Company, LLC

Name On File

Play Magnus Group

PointUp Inc.

Proper Trust AG

PT Datindo Infonet Prima

Race Capital

Radegen Sports Management LLC

Rebecca Lowe

Reddit, Inc.

Ribbit Capital

Rick Fox

Riot

Name On File

SC30 Inc.

Name On File

Shohei Ohtani

Name On File

Stephen Curry

StockTwits, Inc.

Swift Media Entertainment, Inc

Sygnia Consulting

The MLB Network, LLC

The Sequoia Fund, L.P.

Thoma Bravo

TL INTERNATIONAL BV
TokenBot International Ltd.
Tom Brady
TradingView Inc
Trevor Lawrence
TrustToken
Twig USA Inc
Udonis Haslem
UJH Enterprises
Veridian Development Group Ltd.
Yahoo Inc.
Yuga Labs, Inc.

Customers

[illegible][illegible]

[illegible][illegible]

Debtors

Alameda Aus Pty Ltd
Alameda Global Services Ltd.
Alameda Research (Bahamas) Ltd
Alameda Research Holdings Inc.
Alameda Research KK
Alameda Research LLC
Alameda Research Ltd
Alameda Research Pte Ltd
Alameda Research Yankari Ltd
Alameda TR Ltd
Alameda TR Systems S. de R. L.
Allston Way Ltd
Analisa Pte Ltd
Atlantis Technology Ltd.
Bancroft Way Ltd
Blockfolio, Inc.
Blue Ridge Ltd
Cardinal Ventures Ltd
Cedar Bay Ltd
Cedar Grove Technology Services, Ltd
Clifton Bay Investments LLC
Clifton Bay Investments Ltd
Cottonwood Grove Ltd
Cottonwood Technologies Ltd.
Crypto Bahamas LLC
DAAG Trading, DMCC
Deck Technologies Holdings LLC
Deck Technologies Inc.
Deep Creek Ltd
Digital Custody Inc.
Euclid Way Ltd
FTX (Gibraltar) Ltd

FTX Canada Inc
 FTX Certificates GmbH
 FTX Crypto Services Ltd.
 FTX Digital Assets LLC
 FTX Digital Holdings (Singapore) Pte Ltd
 FTX EMEA Ltd.
 FTX Equity Record Holdings Ltd
 FTX EU Ltd.
 FTX Europe AG
 FTX Exchange FZE
 FTX Hong Kong Ltd
 FTX Japan Holdings K.K.
 FTX Japan K.K.
 FTX Japan Services KK
 FTX Lend Inc.
 FTX Marketplace, Inc.
 FTX Products (Singapore) Pte Ltd
 FTX Property Holdings Ltd
 FTX Services Solutions Ltd.
 FTX Structured Products AG
 FTX Switzerland GmbH
 FTX Trading GmbH
 FTX Trading Ltd
 FTX TURKEY TEKNOLOJİ VE TİCARET ANONİM ŞİRKETİ
 FTX US Services, Inc.
 FTX US Trading, Inc
 FTX Ventures Ltd
 FTX Zuma Ltd
 GG Trading Terminal Ltd
 Global Compass Dynamics Ltd.
 Good Luck Games, LLC
 Goodman Investments Ltd.
 Hannam Group Inc
 Hawaii Digital Assets Inc.
 Hilltop Technology Services LLC
 Hive Empire Trading Pty Ltd
 Innovatia Ltd
 Island Bay Ventures Inc
 Killarney Lake Investments Ltd
 Ledger Holdings Inc.
 Ledger Prime LLC
 LedgerPrime Bitcoin Yield Enhancement Fund, LLC
 LedgerPrime Bitcoin Yield Enhancement Master Fund
 LedgerPrime Digital Asset Opportunities Fund, LLC
 LedgerPrime Digital Asset Opportunities Master Fund LP
 LedgerPrime Ventures, LP
 Liquid Financial USA Inc.
 Liquid Securities Singapore Pte Ltd.
 LiquidEX LLC
 LT Baskets Ltd.
 Maclaurin Investments Ltd.
 Mangrove Cay Ltd
 North Dimension Inc
 North Dimension Ltd
 North Wireless Dimension Inc
 Paper Bird Inc

Pioneer Street Inc.
 Quoine India Pte Ltd
 Quoine Pte Ltd
 Quoine Vietnam Co. Ltd
 SNG INVESTMENTS YATIRIM VE DANIŞMANLIK ANONİM ŞİRKETİ
 Strategy Ark Collective Ltd.
 Technology Services Bahamas Limited
 Verdant Canyon Capital LLC
 West Innovative Barista Ltd.
 West Realm Shires Financial Services Inc.
 West Realm Shires Inc.
 West Realm Shires Services Inc.
 Western Concord Enterprises Ltd.
 Zubr Exchange Ltd
Director/Officer
 Name On File
 Name On File
 Andy Fisher
 Arthur Thomas
 Name On File
 Name On File
 Can Sun
 Caroline Ellison
 Caroline Papadopoulos
 Name On File
 Name On File
 Constance Wang
 Corporate & Trust Services Limited
 Dan Friedberg
 Name On File
 Diana Aidee Munoz MacLao De Camargo
 Edward Moncada
 Gary Wang
 Name On File
 Name On File
 Name On File
 Jen Chan
 John J. Ray
 John Samuel Trabucco
 Jonathan Cheesman
 Joseph J. Farnan
 Name On File
 Kariya Kayamori
 Name On File
 Larry Thompson
 Name On File
 Luk Wai Chan
 Name On File
 Name On File
 Mark Wetjen
 Name On File
 Name On File
 Name On File
 Matt Rosenberg
 Matthew Doheny
 Matthew Ness

Name On File
 Michael McCarty
 Michael Watson
 Mitch Sonkin
 Name On File
 Name On File
 Name On File
 Nishad Singh
 Name On File
 Name On File
 Name On File
 Name On File
 Rishi Jain
 Name On File
 Ryan Salame
 Ryne Miller
 Samuel Bankman-Fried
 Name On File
 Serhat Aydin
 Name On File
 Shiliang Tang
 Name On File
 Sina Nader
 Name On File
 Takashi Hidaka
 Terence Choo
 Name On File
 Venu Palaparthi
 Wang Zhe
 Wing Man Charis Law (Charis Law)
 Wong Jing Yu
 Zach Dexter
 Zhe Wang

Donations

amfAR
 Arbor Day Foundation
 Berkley Existential Risk Initiative
 Care for Special Needs Children Foundation
 Center for Effective Altruism
 Clinton Health Access
 David Ortiz Children's Fund
 Eat.Learn.Play
 Eldera, Inc.
 GWWC
 Honnold Foundation
 Hurry Up Slowly
 Laureus Sport for Good
 Majority Forward
 Managed Funds Association
 National Council of Social Service
 New Jersey Scholars
 Newworld One Bay Street - Margaritaville Beach Resort Nassau
 RESource D.C
 Rethink Priorities
 Seattle Approves
 Stanford School of Medicine

Stanford University
 Stanford University Development
 The Center for Election
 Name On File
 UC Berkeley Foundation
 UDONIS HASLEM CHILDRENS FOUNDATION
Insurance
 Ascot Insurance Company
 Continental Casualty Company
 Endurance Worldwide Insurance Ltd., Zurich Insurance Plc,
 HDI Global Specialty SE
 Lloyd's America, Inc.
 Massachusetts Bay Insurance Company
 Paragon International Insurance Brokers Limited
 QBE Insurance Corporation
 Relm Insurance Ltd.
 StarStone National Insurance Company
 The Hanover Insurance Group
 The Travelers Insurance Company
 Travelers Property Casualty Company of America
 United Fire Group
 USI Insurance Services, LLC-CL

Investments/Acquisitions

1Inch
 3Commas Technologies
 5D
 6529 NFT Fund
 6th Man Ventures Fund
 80 Acres
 Acala
 AFK Ventures LLC
 Name On File
 Alder Labs
 Alethea
 Aligned AI
 Altimeter Growth Partners Fund VI, L.P.
 Alvea, LLC
 Anchorage
 Ancient8
 AngelList
 Anthropic
 Anysphere Inc
 Aptos
 Arcana
 Archax
 Arnac
 Arrow
 Artemis
 Asymmetric Technologies LP
 ATMTA, Inc. / Star Atlas
 Atomic Vaults
 ATTN (EVOSverse)
 Auradine, Inc.
 Aurigami / Vaus Limited
 Aurory
 Autograph

Automata	Darkfi
Avara Labs / LENS	Dave Inc
AVECRIS Research Corporation Pte. Ltd. (Project Door)	decimated
Aver Protocol	Defi
Axelar Network	Defi Alliance
Bastion / Bengine, Inc.	Delphia Holdings Corp
BetDEX	Delta One
BiLira (Series A - Class E)	Delysium / KUROSEMI INC.
Bitmain Fund L.P.	Digital Assets DA AG
Bitnob Technologies	Distributed Ledger Technology
Bitnomial	DLT Climate Tech
BitOasis	DoDo
Bitocto (exchange Indo) / PT Triniti	DoinGud
Blockbeats News	DoNotPay
Blockchain Space / Solutions Lab Consultancy Pte Ltd	Doodles
Blocto	Doppel Inc
Bluebook Cities	Dorahack
Bond Fund III	Drift
Bonzai Finance	DriveWealth
Bridge Technologies (BRG Token)	Dropp
Brinc Drones	Dtrade
Browder Capital	Dune Analytics
BTC Africa, S.A., (dba AZA Finance)	Dust Labs, Inc
Burnt	edenbrawl / Worldspark Studios, Inc
Canonical Crypto Fund	EFAS / Kepler Space Industries
Cardinal (Nexus Pro)	Efficient Frontier / Odyssey Technologies Limited
Causal Inc	Eizper Chain
CCAI / Aldin	Elementus
Cega Pte Ltd	Elumia
Celesita Network	Equator Therapeutics
Ceres Protocol Inc / Mythos tokens	EquiLibre Technologies Inc.
Change Up	Ethereal Ventures Fund I LP
chillchat	Euclid Labs / Magic Eden Secondary Shares
China V Investors L.P.	Euler
China Venture Capital Fund	Evme Inc
Chingari	Exodus
Chipper Cash / Critical Ideas Inc	exotic / Pier3 Ventures Limited
Circle Internet Financial, Inc.	Exponent Founders Capital I, LP
Clover	Exponential DeFi Inc
Coderrect Inc.	FairSide
Cogni	Fanatics
Coin98	Faraway
Coinfeeds / Docsi18n	Fern Labs Inc
CoinMARA	Few and Far
Collide Capital Fund I	Figma Inc
Com2Us	Float Capital / Rubin Global Ltd
Composable	Flourishing Humanity Corporation Ltd
Compound Financial	Fluence Labs
Confirm Solutions Inc	Friktion
Conjecture	Frosted Inc
Connect3 / Lab3 Technology Limited	Fuel / Layer-2 Development Corp.
Consensys	FYI.FYI, Inc
Critical Ideas, Inc.	Galaxy Protocol (Galxe)
Cryowar	GamerGains
Curated	GamesPad
DaoSqaure	GENESIS DIGITAL ASSETS LIMITED

Geniome (FBH Corporation)
 Genopet / WITTY ELITE LIMITED
 GetMati
 GetPIP Web3.0 / Prime Round Ltd
 GGX Protocol Limited / GGX Token
 Global Illumination
 GOG (Guild of Guardians)
 GuildFi / CRYPTOMIND LAB PTE. LTD
 Harbor Systems Inc
 Hashflow / Qflow
 Hawku
 HedgeHog
 Helix Nanotechnologies
 Hidden Road Inc
 HODL
 HOLE Tokens
<http://Contexts.io> / NFT Bank
<http://Solsniper.xyz> (Sniper Labs)
<http://tsm.gg/> (Swift Media Entertainment Inc)
<http://wum.bo/>
<https://syndica.io/>
 HyperNative Inc
 IEX
 ImmutableX Token Prorata
 Impossible Finance
 Innovatia Ltd
 IO Finner
 IOSG Fund II LP
 IP3 Cripco (Line Friends)
 Ivy Natal
 Jafco SV4 Investment Limited
 Jambo / Project Chill Limited
 Jet Protocol
 Jet Tech
 Jito Labs Inc
 Juiced / Basis Yield Corp
 JUMBO.EXCHANGE
 Juppiomenz
 JustWontDie Ltd
 K5 Global
 Kariya Kayamori
 Katana Labs / Blade Labs Inc
 Keygen Labs, Inc
 Kollider
 Kos Therapeutics Inc
 Kraken Ventures Fund I LP
 Kresus
 KTR Group Corporation
 Kwil Inc
 Lake Nona Fund / LN Sports & Health Tech Fund I, LP
 LayerZero
 LayerZero Labs Ltd
 Lemon Cash
 Lexidus
 Lido
 Lifelike Capital

Lightspeed Faction
 Limit Break
 Liquidity
 Liquid 2 Venture Fund III L.P.
 Liquid Group Inc
 Liquid Value Fund I LP
 Liquity
 LiveArtX
 Loan Transactions and Technology LLC / Edge Tradeworks
 Lonely Road
 Luxon / LXX
 Magic Eden
 Name On File
 Manifold Markets
 Manta
 Mask Network / MASKBOOK
 Matonee Inc
 Mavia
 MCDEX
 MEOW
 Mercurial
 Merge
 Messari
 MetaLink
 Metaplex
 MetaTheory
 Metaversus / Combat Lab, Inc
 Mina
 Mirror World
 MobileCoin
 Modulo Capital Inc
 Mojo
 Momentum Safe Inc
 MONACO / BetDEX / STRAMASH PROTOCOL LTD.
 Monkey Kingdom / Kingdom Metaverse Limited
 MonkeyBall
 Mount Olympus Capital LP
 Move Labs
 MPL
 Multicoins Venture Fund II
 Multicoins Venture Fund III
 MultiSafe/ Coinshift
 Mysten Labs
 Mythical Games
 Nas Education Pte Ltd
 NEAR
 Nestcoin
 New Gen Minting LLC
 Nifty Island
 Nod Labs, Inc.
 NodeGuardians
 Nural Capital
 O'daily News
 Offchain Labs
 Only1
 Open Loot Ecosystem Fund I Ltd.

Optim
 Orderly
 OTC Service Ltd / OTC Service AG
 OTOY International
 OVEX
 Owner.com
 Pacer
 Pangea Cayman Fund I Ltd
 Paradigm One (Cayman) Feeder LP
 Parallel Finance
 Parastate
 Paraswap
 Paxos
 Pembrock
 Perion / BUZZ DEVELOPMENT INC
 Phastasia
 PINE
 Pionic (Toss)
 Pixelynx
 PlanetQuest
 Platform Lifesciences Inc
 Play Up
 Point
 Point Up
 Polygon Network
 Pontem Network
 Pontis - ZK Oracle (42 Labs INC)
 Port Finance / Contrarian Defi LLC
 Pragma
 Protego
 Pstake
 Psyooption
 QP-Fund I, a series of Generalist Capital, LP
 Questbook / CreatorOS
 Race Capital II
 Rainmaker
 Ratio Finance
 Rebittance (SCI)
 Receipts Depository Corporation
 Red Sea Research
 REF
 Rejuveron
 Resonant Health Inc
 Revault
 Rockbird LLC
 Rocket
 Roco Finance
 Rok Capital Offshore Fund Ltd
 ROUTER PROTOCOL / Kailaasa Infotech Pte Ltd
 Saddle Finance / Incite Technologies Inc
 SahiCoin
 Salad Ventures Ltd
 Samudai
 Samuel Bankman-Fried
 Satori Research
 Scopely

SEBA Bank
 SECRET Network / Enigma MPC, Inc.
 SecureSave
 Senate
 Sequoia Capital Fund, L.P.
 SH Fund, LP
 Sherlock Bioscience
 Sidus
 SifChain
 Sintra
 Sipher
 Size
 Sky Mavis (Axie Infinity)
 Skybridge
 Slope
 Snickerdoodle Labs
 Soba Studios / Good Game Inc
 SOJ Trading Ltd (JoePEGS NFT Project)
 Solana Restricted Token Purchase
 SolCial / Social Research
 Solend / Concurrent C Inc
 SolFarm
 Solice
 Solidus
 Solrise
 Solscan
 SolStarter
 Sommelier
 SperaX
 Spruce Systems Inc
 Stacked
 Star Atlas
 Stargate (LayerZero)
 Starkware
 Step Finance
 StepN (Find Satoshi Lab)
 Stocktwits
 Stoke Space
 Storybook
 SubSocial
 Subspace Network
 Sugarwork
 Sui Token Warrant (FTX Ventures)
 Sundaeswap
 SupraOracle / ENTROPY PROTOCOL LTD.
 Swim
 SwitchBoard
 Swoop
 Symmetry
 Synthetify
 T Tauri Ltd - Token Purchase Agreement
 Tactic / Spoak Inc
 Taki Network Pte Ltd
 Taleverse
 TaxBit
 Telis Bioscience

The Giving Block
 Thirdverse
 TipLink
 Tools For Humanity
 Tortuga
 Torus
 Toy Ventures
 TradeWind
 TripleDot
 TrueFi
 Trustless Media
 TrySpace / SPACE Metaverse AG
 TTAC
 Twilight / Cyberprep Corp
 Umee
 UVM Signum Blockchain Fund VCC
 UXD
 VALR Proprietary Limited
 VerifyVASP Pte. Ltd.
 Vibe Labs Inc.
 Virtualness Inc
 VolMex
 VolumeFi Software, Inc.
 Vosbor
 VOYAGER DIGITAL LTD.
 VY DHARANA EM TECHNOLOGY FUND, L.P.
 VY SPACE
 VY Space II LP
 Vybe
 WAEV
 Wave Mobile Money Holdings
 Wordcel
 Xdefi
 X-Margin
 Xterio
 Yuga Labs (BAYC)
 Zebec
 Zenlink
 zero one
 Zeta
 ZKlend / BLUE HORIZON GLOBAL CORP
 ZKX / LTIC, Inc.
 ZRO (LayerZero)
 Zubr Exchange Ltd
Joint Provisional Liquidators
 Brian C. Simms
 Holland & Knight LLP
 Kevin G. Cambridge
 Peter Greaves
 Richards, Layton & Finger, P.A.
 White & Case
Known Affiliates - JV
 Alameda Systems Inc.
 Blockfolio Holdings, Inc.
 CM-Equity AG
 Concedus Digital Assets
 {1368.002-W0069962.}

Embed Clearing LLC
 Embed Financial Technologies Inc
 FTX Australia Pty Ltd
 FTX Bahamas Ventures Ltd
 FTX Capital Markets LLC
 FTX Derivatives Gmbh
 FTX Digital Markets Ltd
 FTX Express Pty Ltd
 FTX Foundation, Inc.
 FTX Malta Gaming Services Limited
 FTX Malta Holdings Ltd.
 FTX Vault Trust Company
 LedgerX LLC
 Salameda Ltd
Landlords
 101 Second Street, Inc.
 1450 Brickell, LLC
 Albany Resort Operator Ltd.
 Blue Hole Real Estate Holdings Ltd.
 Boca Pay
 Bond Collective
 Brickwell Owner LLC
 Heckler Investments (Bahamas) Ltd.
 Javari Ltd.
 Madison Real Estate Ltd.
 Newwave Bahamas Inc.
 S3 Ocean View Limited
 The Executive Center
 The Metropolitan Square Associates LLC
 WeWork Companies LLC
 W-SF Goldfinger Owner VIII, L.L.C.
Litigation
 Name On File
 Different Rules, LLC
 Name On File
 Group One Holdings Pte Ltd
 Name On File
 Marisa Mcknight
 ONE Studios Pte Ltd
Ordinary Course Professionals
 ABNR
 Anderson Mori & Tomotsune
 Anthony Astaphan
 Antis Triantafyllides
 Appleby
 ARIFA
 Armanino LLP
 Arthur Cox
 Baker McKenzie
 Baptista Luz
 Bär & Karrer
 Binder Grösswang
 BlackOak
 Clayton Utz
 Clement Maynard & Co
 CMS Legal - Italy

Covington & Burling LLP
 Durukan Partners
 Fenwick & West
 Gibson Dunn
 Gorriceta Africa Cauton & Saavedra
 Hadeff & Partners
 Hogan Lovells
 Kim & Chang
 King & Spalding LLP
 King Wood Mallesons
 Kramer Levin
 Latham & Watkins
 Lenz & Staehelin
 Lexcomm Vietnam
 Loyens&Loeff
 McCarthy Tetrault
 MLL Meyerlustenberger Lachenal Froriep Ltd
 Nishit Desai
 Norton Rose
 Olaniwun Ajayi
 Peter Maynard
 Piper Alderman
 Prager Metis CPA's, LLC
 Ronny Domröse
 Schurti Partners
 Shardul Amarchand Mangaldas
 Silicon Valley Accountants
 Slaughter & May
 TSN LIMITED
 Walkers
 WilmerHale

Other Significant Creditors

BITVO Inc.
 Celsius Network LLC
 FTX Ventures Partnership

Significant Competitors

Binance
 BlockFi, Inc.
 Coinbase
 Crypto.com
 Gemini
 Kraken
 KuKoin

Surety & Letters of Credit

Lockton Insurance Brokers, LLC
 Philadelphia Indemnity Insurance Company
 RLI Insurance Co.
 Sampo International

Taxing Authority/Governmental/Regulatory Agencies

Alaska Department of Commerce, Community, and
 Economic Development
 Amber Eutsey
 Anne Cappelli
 Arizona Department of Insurance and Financial Institutions
 Arkansas Securities Department
 Aurora Fagan

Bahamas ACP Secretariat
 Bahamas Agricultural & Industrial Corporation (BAIC)
 Bahamas Bureau of Standards and Quality (BBSQ)
 Bahamas Development Bank
 Bahamas Electricity Corporation (BEC)
 Bahamas Environment Science and Technology Commission (BEST)
 Bahamas Investment Authority
 Bahamas Trade Commission
 Bahamasair Holding Ltd
 Bank of The Bahamas
 Bo Fears
 Brandi Smith
 Brock Jensen
 Bryan Hsueh
 Business Licence - Valuation Unit (Bahamas)
 Campbell McLaurin
 Catherine Reyer
 Central Bank of The Bahamas
 Christopher German
 Clifford Charland
 Commodity Futures Trading Commission
 Compliance Commission (Bahamas)
 Corey Krebs
 Craig Christensen
 Cyprus Securities and Exchange Commission
 Danielle Sassoon
 David Berland
 David Buchalter
 David O'Brien
 David Venerables
 Delaware State Treasury
 Department of Insurance and Financial Services
 Department of Justice - Computer Crime and Intellectual Property
 Section
 Department of Justice - National Crypto Currency Enforcement Team
 Department of Justice - Southern District of New York
 Department of Justice - US Attorney Southern District of Florida
 Department of Labour (Bahamas)
 Department of Local Government (Bahamas)
 District of Columbia Department of Insurance, Securities and
 Banking
 Drew Stillman
 Dubai Virtual Assets Regulatory Authority
 Dustin Physioc
 Elizabeth Pendleton
 Erin Wilk
 Ethan McLaughlin
 Financial Intelligence Unit (Bahamas)
 FINMA SRO-Treuhand Suisse
 Florida Office of Financial Regulation
 Georgia Department of Banking and Finance
 Gibraltar Financial Services Commission
 Hawaii Department of Commerce and Consumer Affairs
 Hong Kong Securities & Futures Commission
 House Committee on Oversight and Reform
 Idaho Department of Finance

Illinois Department of Financial and Professional Regulation
 Ingrid White
 Internal Revenue Service
 Iowa Division of Banking
 Iris Ikeda
 Jack McClellan
 James Westrin
 Japan Financial Services Agency
 Jason Gworek
 Jay Kim
 Jeanju Choi
 Jeffrey Loimo
 Jennifer Biretz
 Jesse Moore
 Jesse Saucillo
 Jessica Peck
 Jesus (/Jesse) Saucillo
 Jonathan Misk
 Jonathan Vruwink
 Karyn Tierney
 Kelley Reed
 Kevin Webb
 Kristen Anderson
 Kristin Rice
 Lucinda Fazio
 Mark Largent
 Maryland Department of Labor
 Matthew Dyer
 Michigan Department of Insurance and Financial Services
 Ministry of Finance (Bahamas)
 Ministry of Works and Utilities (Bahamas)
 Monetary Authority of Singapore
 Nebraska Department of Banking and Finance
 New Jersey Department of Banking and Insurance
 New York Department of Financial Services
 Nicolas Roos
 Nina Ruvinsky
 North Carolina Department of Commerce
 North Carolina Department of Justice
 North Dakota Department of Financial Institutions
 Office of Internal Audit (Bahamas)
 Office of the Attorney General & Ministry of Legal Affairs (Bahamas)
 Office of the Auditor General (Bahamas)
 Office of the Data Protection Commissioner (Bahamas)
 Office of the Prime Minister (Bahamas)
 Ohio Department of Commerce
 Ontario Securities Commission
 Oregon Division of Financial Regulation
 Patricia Straughn
 Paul Balzano
 Peter Frank
 Peter Marton
 Registrar Generals Department (Bahamas)
 Rhode Island Department of Business Regulation Financial Services
 Richard Childers
 Samuel Fuller

Samuel Raymond
 Sara Cabral
 Secretary of State
 Securities and Exchange Commission
 Securities Commission of The Bahamas
 South Dakota Division of Banking
 State of Connecticut Department of Banking
 Stephanie Ryals
 Steven Buchholz
 Supreme Court (Bahamas)
 Tammy Seto
 Texas Department of Banking
 Thane Rehn
 The Department of Inland Revenue (Bahamas)
 The Foreign Account Tax Compliance Act (FATCA) (Bahamas)
 The National Insurance Board
 Tom Stevens
 Treasury Department (Bahamas)
 Utilities Regulation & Competition Authority (URCA) (Bahamas)
 VAT Bahamas
 Vermont Department of Financial Regulation
 Virginia Bureau of Financial Institutions
 Washington State Department of Financial Institutions
 Zak Hingst

U.S. Trustee Office

Andrew R. Vara
 Benjamin Hackman
 Christine Green
 Denis Cooke
 Diane Giordano
 Dion Wynn
 Edith A. Serrano
 Hannah M. McCollum
 Holly Dice
 James R. O'Malley
 Jane Leamy
 Joseph Cudia
 Joseph McMahon
 Juliet Sarkessian
 Lauren Attix
 Linda Casey
 Linda Richenderfer
 Michael Panacio
 Nyanquoi Jones
 Ramona Harris
 Richard Schepacarter
 Rosa Sierra-Fox
 Shakima L. Dortch
 Timothy J. Fox, Jr.

UCC Members

Acaena Amoros Romero
 Coincident Capital International, Ltd.
 Epsilon Trading
 GGC International Ltd.
 Larry Qian
 Octopus Information Ltd.

Pulsar Global Ltd.
 Wincent Investment Fund PCC Ltd.
 Wintermute Asia PTE. Ltd.
 Zachary Bruch
UCC Professionals
 Hunton Andrews Kurth LLP
Utilities
 AT&T
 Comcast
 Comcast Business
 Magic Jack
 Ooma Inc.
 Verizon Wireless
 Wiline Networks, Inc.
Vendors
 101 Second Street, Inc.
 1Password
 2000 CENTER STREET LLC
 ABG Shaq LLC
 Abundantia Creative Llp
 ADAM
 Adobe Systems Inc.
 Aerobic Design LLC
 Ai Safety Support Ltd
 AIRBNB
 Akin Gump Strauss Hauer & Feld LLP
 Aliyun.com
 Amazon
 Amazon Web Services (AWS)
 American Express
 Amiba Consulting
 Amplitude
 Amwins
 Anderson Kill LLP
 Anderson Mori & Tomotsune (Japan)
 Andy Fisher
 Apple Inc.
 Apple Search Ads
 APPSFLYER INC|C-Corp
 Armanino
 Association for Digital Asset Management, Inc.
 Atlassian Pty Ltd
 Audio Kinetic
 Auradine, Inc.
 AVARA LABS CAYMAN HOLDINGS SEZC
 Name On File
 AWS
 AYG Sales
 Azora LLC
 Bally Sports Sun
 Baquet Pty Ltd
 Barstool Sports, Inc
 Basketball Properties Ltd
 Bhouse USA LLC
 BitGo
 Bleacher Report - Warner Media
 {1368.002-W0069962.}

Blockchain Australia
 BlockScore, Inc.
 Bloomberg
 Boca FIA Conference
 Bond Collective
 Brasil Motorsport
 Braze
 Brex Credit Card
 Brinc Drones
 BSO Network Solutions Ltd
 BTIG
 Bullish Studios
 Burgopak
 CAA Sports - Shohei Ohtani
 CAF America
 Canopy Labs
 Canopy RE, Inc
 Center for Applied Rationality
 Chainalysis Inc.
 Chartwell
 CHICAGO MERCANTILE EXCHANGE INC.
 Cloudflare Inc
 Coachella
 Coindesk
 CoinMara SAFE
 COJO Strategies
 Colormatics
 Commercial Loan Clearing
 Conaway Graves Group
 Conde Nast
 Congressional Leadership Fund
 Corporate & Trust Services
 Creators Agency LLC
 Crypto Council for Innovation
 CSL MOBILE LIMITED HONG KONG
 Dara Studios
 DATADOG, INC.
 Deacons Lawyers
 Denstu McGarry Bowen
 Dentsu X
 Diablo Holdings - 2000 Center
 Digital Finance Group Co.
 DJ Bam LLC - Sunjay Matthews
 Dlocal LLP
 DLT Climate Tech, Inc.
 Done Deal Promotions
 Door Dash
 DoorDash US
 Dotdash
 Drawn Sword Limited
 Duane Morris LLP
 E3 Technology, Inc.
 Elite Protection LLC
 Elwood
 Emerson Estate
 Emerson Land Company

Emondo design, vl. Ivana Milicic.
 Epik Holdings Inc
 Equinix
 Equinix - JPY
 Equinix INC
 Equinox Group LLC
 Equity and Transformation
 Eventus Systems, Inc.
 EVERYWHERE WIRE
 Excel Sports Management
 Facebook/Meta
 FACTORY PR LLC
 Fast Forward
 Federal Trade Commission FTC
 FEDEX
 Fenwick & West
 Fenwick & West - FTX Trading Ltd
 Fenwick & West - FTX US
 Flatiron Labs, Inc.
 Florida International University Foundation
 Flutterwave
 Food Panda
 FOX BROADCASTING COMPANY
 Fox Sports
 FULL COURT PRESS COMMUNICATIONS, INC
 Fullstory
 Functional Software Inc, dba Sentry
 Furia ESports LLC
 Futures Industry Association
 GameStop
 GB Solutions - Geoff Bough
 Gibson, Dunn & Crutcher LLP
 GitHub
 Glushon Sports Management
 GoDaddy
 Golden State Warriors
 Golden State Warriors Community Foundation
 Goldfinger
 Google
 Google Cloud Platform
 Grafit Studios - Roman Tulinov Pe
 Grafted Growth
 Grand Prix Tickets
 Group One Holdings
 Gusto
 HashPort Inc.
 Name On File
 Herman Miller Design
 Hogan Lovells International LLP
 Honeycomb
 Hotels.com
 I2C In.
 ICC
 IFS Markets
 IKOABD LLC
 Inca Digital, Inc

INCO, LLC
 India Strategic Partnership Inc.
 Insight Direct USA Inc
 insight software CO
 Investing Made Simple
 Invisible North
 ipower
 Isbl International Specialty Brokers Limited
 Jetstream Partners Limited
 JLL Law Firm
 Name On File
 Jorge Luis Lopez Law Firm
 Jumio Corporation
 Justworks
 Kandji
 Katten Muchin Rosenman LLP
 Kevin Haeberle
 Kim & Chang
 King and Wood Mallesons (HK)
 Latham & Watkins LLP
 Learfield
 Ledger & Cobie Enterprises dba UpOnly
 LedgerX LLC
 Leo Trippi SA
 Name On File
 Lexis Nexis
 Liftoff Mobile, Inc.
 Light the Way - The Campaign for Berkeley
 Limit Break
 Lincoln Place Inc.
 Lockton Insurance Brokers, LLC
 Looker (Google LLC)
 Lorem Ipsum - AP
 Lowenstein Sandler LLP
 Lunch Money Group Inc - Anthony Pompliano
 M Group
 Maerki Baumann Und Co.
 Mammoth Media, Inc.
 Max Maher Show LLC
 Maxlaw Global
 Mayfield XV
 McCarthy Tetrault
 McGarry Bowen, LLC
 Medium Rare Live
 Mercedes-Benz Grand Prix Limited
 Message Global
 Meta Platforms, Inc.
 MG Trust
 Miami Dade County
 Miami Heat Limited Partnership
 Name On File
 MicroLedgers
 Microsoft
 Microsoft Advertising
 Microsoft Online Inc
 MLB Advanced Media

Name On File
 Monumental Sports and Entertainment Foundation
 Moon Overlord
 Mooncolony Ltd
 Morgan Lewis
 Morrison and Foerster LLP
 MPG Live
 NA League of Legends Championship Series LLC
 Naomi Osaka
 nCipher Security
 Name On File
 Neodyme
 Nerd St. Gamers
 New Revolution Media
 Nifty Metaverse Inc
 Nishith Desai Associates
 NJ Scholars
 NP Digital
 NYSE
 Office Revolution
 OIC of South Florida
 O'Leary Productions Inc.
 One Workplace L. Ferrari
 Open Fortune - Fortune Media
 OPUS Partners Co. Ltd
 Orrick, Herrington & Sutcliffe LLP
 Osaka Exchange
 Osler, Hoskin & Harcourt LLP
 OtterSec LLC
 PCCW Netvigator Now
 Perkins Coie LLP
 Pickle Software LLC
 Piper Alderman Law
 Plaid Financial Ltd.
 Play Magnus AS
 Playground Ventures
 Playup Limited
 Pomp Podcast - Lunch Money Group
 Pricewater House Coopers LLP
 Prime Trust LLC
 Print Run Promotions LTD
 Printfection
 ProCo Global, Inc. d/b/a Chartwell Compliance
 PSYOP Productions LLC
 PWC - S.A. Evangelou and Co LLC
 QReg Advisory Limited
 Quicknode
 Quinn Emanuel Urquhart & Sullivan, LLP
 R8G UK Limited
 Rational 360
 Raybloch
 Reddit
 Redmond Construction Group
 Refactor Capital
 Refinitiv
 Refinitiv US, LLC

Revolut Ltd
 Rich Feuer Anderson
 Rippling
 Rivers & Moorehead PLLC
 Robert Lee & Associates, LLP
 Roku
 Name On File
 Ruin the Game Events
 Ryan Salame
 SafetyPay
 Saigon Dragon Studios
 Salameda Capital LTD
 Name On File
 SALT Venture Group LLC
 Sardine Ai
 Sc30 Inc.
 Scratchy Productions, Inc.
 Sentry
 Sequor Trends Limited| Foreign Vendor
 Serendipity Consulting
 Shadow Lion
 Sidley Austin LLP
 Sierra Wireless
 Signature Bank
 Siimpl - Firesight Technologies
 Silver Miller
 Skadden, Arps, Slate, Meagher & Flom LLP
 Skyline Construction
 Slack Technologies, Inc
 Snap Inc
 Sol Stores
 Solana Spaces
 Solidus Labs
 Spiralyze LLC
 SSB Trust
 Stanford Law School
 Stripe, Inc.
 Sullivan & Cromwell LLP
 Swift Media Entertainment - TSM FTX
 Swift Media Entertainment Inc.
 TagNitecrest Ltd
 Takashi Hidaka
 Takedown Media
 Talent Resources Sports
 TaxBit
 Teknos Associates LLC
 Tevora
 The Block Crypto
 The Drop Media
 The Drop NFT Media, Inc
 The Executive Centre
 The Executive Centre Singapore Pte Ltd
 THE GOODLY INSTITUTE
 The Metropolitan Museum of Art
 The Working Policy Project
 Thirdverse, Co, Ltd

TigerWit	Underground Creative
TikTok	United Healthcare
Time Magazine	USI
Time Magazine UK LTD	Valuz LLP
Name On File	VARA
Name On File	Name On File
TL International	VKR Insights
TONGLE X LLC	Wasserman
Top Drawer Merch	Wasserman - Operating
TOP Worldwide, LLC	Wasserman Client Trust
TransPerfect (Chancery Staffing)	We Are One World
Treasury Forfeiture Fund	Weekly Open
Tribe Payments Ltd	West Realm Shires Services Inc
Trident	West Realm Shires, Inc. WRS
TriNet	WH Sports
Trip Actions, Inc.	Wifi Bread
Triton One Limited	William Trevor Lawrence dba MMBOC, LLC
TRM Labs, Inc.	Willkie Farr & Gallagher LLP
Turner Digital AD Sales (INC)	WME Entertainment
Twilio	Wondros
Twitter	W-SF Goldfinger Owner VIII, LLC
Two More Glasses	XReg Consulting- GBP
UBS Financial Services Inc	Name On File
UJH Enterprise, Inc	

Exhibit - services agreement



香港中環皇后大道中15號置地廣場告羅士打大廈13樓
13/F, Gloucester Tower, The Landmark
15 Queen's Road Central, Central, Hong Kong
T +852 3443 1000
F +852 3443 1299
www.kwm.com

22 July 2021

FTX Trading Ltd
No. 11 Mandolin Place
Friar's Hill Road
Saint John's
Antigua

Attention: The Directors

By email

Dear Directors

Appointment agreement: FTX legal and regulatory support

We are pleased to provide you with our proposed appointment agreement for our legal services. The agreement consists of this letter, the attached "General terms of engagement" and "Fees and Costs".

Hong Kong regulatory engagement and review

We understand you require support in connection with:

- (a) engagement with the Securities and Futures Commission; and
- (b) a review of your current platform and product suite, as it relates to the Hong Kong financial regulatory regime, on a red flag exceptions basis, with a view to identifying any additional controls that should be adopted.

In light of the nature of the assignment and related timing constraints, we will undertake this work on the basis of our Hong Kong hourly rates. We can arrange to provide you with regular fee updates on request to ensure transparency.

Additional support if required

We would be pleased to assist with other matters in due course. The legal services with which we may assist will involve the laws of Hong Kong and coordinating other jurisdictions as agreed. Each matter will be agreed in writing from time to time and be undertaken on an hourly rate basis, unless otherwise agreed.

Partners: Ronald Arculi | Peter Bullock | Candy Chan | John Baptist Chan | Barbara Chiu | Su Ngai Chow | Donovan Ferguson | Hayden Elmi | Helena Chunguang Huang | Wen Huang | Jingjing Jiang | Guo Sun Lao | Kame Leung | Ricky Liao | Gary Lock | Crystal Yu Yan Luk | Richard Mazzocchi | Qing Wu Ng | Cindy Shek | Angus Ka Chung Si | (Ming) Nai Ying Siu | Paul Starr | Sheldon Tse | Anthony Wan | Edmund Wan | (Ashley) Hoi Sze Wong | (Rachel) Man Lai Yu | Hao Zhou | Jessica Zhou Registered Foreign Lawyers: Justin Chorrington (New South Wales, Australia) | Scott Gardiner (New South Wales, Australia) | (Song) Yuyu Huang (California, USA) | (Katherine) Lo Ka (New York, USA) | Jason Kuo (New York, USA) | Jia Liu (New York, USA) | Paul Marks (New York, USA) | (Michael) Ming Lu (New York, USA) | (Susan) Xuanfeng Ning (PRC) | (Jason) Justin Ou (PRC) | Cynthia Tan (New York, USA) | Yu Wang (New York, USA) | Yi Zhang (PRC) Consultants: Sami Faruqi | Felix Fong | Minam Lau | Simon Yung Counsel: Agnes Chan | Alex Chong | (Sherry) Wing Suet Cheung | Ian Hordoe | (Nicholas) Yung Hui Hou | Anthony Jacobson | (Igor) Aleksandar Ilija Kutica | Shirley Kwok | (Gary) King Lam | Eugene Lau | Ruth Lau | (Crystal) Xiaohu Li | (Judy) Yuk Sim Man | Loonie Teo | (Jill) Hoi Fan Wong | (Priscilla) Mei Wah Wong | Matthew Yim

金杜律師事務所網絡成員所，更多資訊，敬請瀏覽 www.kwm.com

亞太 | 歐洲 | 北美 | 中東

Member firm of the King & Wood Mallesons network. See www.kwm.com for more information.
Asia Pacific | Europe | North America | Middle East

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FTX Trading Ltd

22 July 2021

We can provide an estimate anytime on request. Except as otherwise agreed, an estimate is not a quote, nor is it a cap on what we may charge you. The actual amount of legal fees and costs may be less than, or more than, this estimate. However, we will give you a revised estimate if the amount is likely to be substantially higher.

Our hourly rates are described in the attachments for Hong Kong, which may be updated from time to time. If the value of the time spent on this matter using hourly rates is less than our estimate, we will only charge you the lesser amount.

In addition to our professional fees, costs (charges for services and disbursements) may also apply, as described in the "Fees and Costs" attachment, which we may update periodically.

If you consider it appropriate, you may set a limit on the costs incurred. We would then discuss the matter with you when that limit is reached.

Conflict checks

Each matter will be subject to conflicts clearance on a case-by-case basis. We may not always be able to act for you on a particular matter (for example, if you wish to negotiate an agreement with another party for whom we already act), but will let you know if this situation arises before we start work. Please keep us informed of any third parties involved in any matter, including any group entities.

Non-exclusive retainer

Our services are provided on a non-exclusive basis, subject to conflicts.

Our team

The team will be led by [REDACTED] and we expect our key team members will be as follows:

[REDACTED]	Team leader	[REDACTED]
[REDACTED]	Senior Associate	[REDACTED]

In addition, we may consider it appropriate to use other professional staff, including from our other offices. Our coordination of other lawyers within the KWM network or beyond at your instruction will be charged at hourly rates unless otherwise agreed. If we appoint any other counsel, it will be on your behalf and you will be responsible for their fees and costs. We can arrange estimates on request. Our Hong Kong rates will apply to this matter. The current rates are set out in the "Fees and Costs" schedule.

Regulatory matters

Any preliminary review we undertake, including (without limitation) any red flag review or general research under this agreement or any discussions, and any documentation support, should not be taken as confirmation or "sign off" that the project complies with the laws of any jurisdiction. We will be pleased to discuss the provision of a formal legal opinion with you. We strongly recommend that legal opinions be obtained for each relevant jurisdiction before undertaking any activities.



FTX Trading Ltd

22 July 2021

Important virtual asset policies

Our support on virtual asset projects is predicated upon relevant entities complying with applicable laws, which we understand is the intention. You must tell us if you believe this is not possible as part of this engagement.

Appointment term

Without prejudice to any provision in our standard terms please be advised that in relation to "How our appointment may end" we confirm that our appointment may be ended:

- by you at any time and for any reason by giving us notice in writing; or
- by us, on giving you at least 14 days' notice (or such shorter period where legally required or otherwise appropriate), if a legal conflict of interest arises or for such other cause, such as if you breach the agreement, require us to act unlawfully or unethically (including any action or the giving of any advice involving or relying on information or documents the veracity of which is in doubt), do not comply with our logo and references policy as stated below, do not give us adequate or timely instructions, do not pay our bills, do not pay money on account we request, where there is a loss of confidence amongst us (as determined by us) or you are no longer able to be party to a legal agreement.

Please be advised, in the case of any conflict or inconsistency between the rights reserved pursuant to the above and the section in our standard terms entitled "How our appointment may end", we confirm that the above prevails. We may also ask for any association we have with the project to cease, with which you agree to comply and/or assist promptly on request.

Logo and other references

In light of certain unfortunate instances of misuse, we do not permit the use of our logo on any materials without express prior written consent. We also require that any reference to King & Wood Mallesons or our lawyers in connection with your company or this project be pre-cleared with us in writing. Any consent that we may provide is provided, and may be revoked, at our discretion. It is also particular to the specific subject matter of our written consent and does not extend by implication to any other materials or context.

Costs on account

Finally, it is our firm policy to obtain costs on account for these matters. To proceed, please arrange the deposit of USD5,000 as the initial costs on account for the retainer. The relevant bank details are below. We would be grateful if you could please advise us when monies have been remitted.

Account Name:
Bank Name:
Address:
Bank Code:
Bank Account No:
Swift Code



Please quote "FTX-UM" when you send payment to us.

**KING & WOOD
MALLESONS**
金杜律师事务所

FTX Trading Ltd

22 July 2021

Billing approach

We will issue an invoice and short report of work on a monthly basis. Our invoices are payable within 14 days of issue.

How to enter into this agreement

You can enter into this appointment agreement by signing and returning a copy of this letter. We will let you know as soon as we are clear to act following receipt of costs on account and completion of AML and other matter opening procedures.

We appreciate this opportunity to assist and look forward to working with you.

Yours faithfully

King & Wood Mallesons

Signature: 
Full name: SAM BANKMAN-FRIED
Authorised signatory
Dated: 22-7-2021

Encl



www.kwm.com

General terms of engagement

Our agreement

These are the general terms on which we provide legal services. They must be read together with the letter to which they are attached which describes the specific matter and any particular services.

About us

We are a member firm of the King & Wood Mallesons network, the member firms of which engage in a coordinated international legal practice even though they are separate law firms. Legal services are provided independently by each of the separate member firms, and no member firm or any of its partners or members acts as agent for any other member firm or any of its partners or members. You acknowledge that:

- each of the member firms is a separate and independent firm operating under the name "King & Wood Mallesons" or other related names;
- the services are provided by us and not by any other member firm, unless otherwise expressly agreed in advance; and
- no member firm or any of its partners or members is liable for another member firm's acts or omissions.

We, or an associated member firm of the King & Wood Mallesons network, are a member of Verein KWM International (in this paragraph, "KWM"), along with other member firms of the network. KWM is an association incorporated under Swiss law that assists in the co-ordination of the activities of the member firms of the King & Wood Mallesons network. It does not itself provide services to clients or represent its members. KWM is not responsible or liable for the acts or omissions of any of the member firms nor can it control the exercise of their professional judgment or bind them in any way. No member firm or any of its partners or members is responsible or liable for the acts or omissions of KWM. KWM and the members firms of the network and their partners and members are not part of a separate global partnership.

Our professional relationship

Our policy on legal conflicts is that, in each matter in which we act for you, we act as your independent legal advisers solely in your interests. We will not act (or continue to act for you) where there is a legal conflict of interest or there is a significant risk of a legal conflict arising.

We conduct conflict checks before accepting your instructions. However, despite this, it is possible that a legal conflict of interest can arise or be identified during the course of your matter. If this occurs, we will consult with you and, if arrangements enabling us to continue to act are not possible, we will cease acting for you and assist you to find an appropriate replacement lawyer.

Our policy is not to accept instructions in litigious matters where we might be required to act contrary to the interests of a client. Accordingly, if your matter becomes litigious or may require us to act on your behalf adverse to the interests of another client, we may treat that part of your matter as a new matter and we will need to assess whether we can accept instructions for it.

Our New York office

You:

- acknowledge that, if this engagement involves only our New York office, the New York conduct rules apply;
- agree that our advice with respect to this and other matters will most likely be coordinated by offices of ours other than New York;

- agree that we can operate on this appointment and on any other matters on which you instruct us in accordance with the conduct rules that apply other than to our New York office and we may continue to represent, or undertake in the future to represent, any existing or future client in any matter (including transactions and litigation or other forms of dispute resolution), even if the interests of that client in that other matter are directly adverse to yours, as long as that other matter is not related either to this appointment or to any other future appointments we accept from you and provided we implement procedures to protect your confidential information from any disclosure to or use by the other client; and
- acknowledge that we are permitted by the New York conduct rules to do what is set out above in this paragraph.

You agree not to raise our representation of you on this appointment or any other matter as a basis for disqualifying any Firm from representing any other client in such matters.

Our work for you

To provide you with the legal services you require, we need you to give us clear and complete instructions. We ask that you instruct us in writing wherever possible, describing all relevant facts, what you want to achieve and exactly what you want us to do. Our work does not extend beyond the scope of work we have agreed with you.

Our advice can be relied on only by you, unless we agree in writing otherwise.

Often, we need to make assumptions in order to provide advice. Please carefully review any assumptions and let us know immediately if any assumptions are incorrect or inappropriate or if you think we have misunderstood your instructions.

Confidentiality

Our duty of confidentiality is fundamental to our practice. However, you agree that we may disclose your confidential information:

- on a confidential basis, to the extent we consider it appropriate for the purpose of conducting the matter, including to our associated entities or to third parties who provide services to us;
- on a confidential basis to other member firms of the King & Wood Mallesons network and their associated entities, who may use it for any purpose for which we could use that information;
- on a confidential basis to our professional advisers and insurers;
- if legally required or permitted by law (but subject to any claims of confidentiality or privilege you may lawfully instruct us to make) or if authorised by you.

We will not disclose to you any confidential information which we have obtained as a result of acting for any other client. Only the partners and staff working from time to time on your matters will have an obligation to give advice and disclose information to you. We have no obligation to act upon or disclose to you information which is not actually known to persons working on your behalf, even if other persons in the firm are aware of that information.

If you suffer loss

You may be entitled to recover damages or compensation from us if you suffer loss as a result of our conduct. We impose no monetary cap, by contract or under any statutory scheme, on our liability for our legal services. However, if you are partly responsible for the loss, the amount of the damages or compensation can be reduced.

General terms of engagement

depending on what the Court thinks just and equitable having regard to the extent of your responsibility for the loss.

Our fees and costs

If it becomes necessary for us to work or travel in relation to your matter outside our regular office hours in order to perform our role in accordance with your instructions, we may also charge for additional costs we incur (such as support staff overtime and meal allowances).

You are liable for our fees and costs even if you have separately agreed with a third party that they will pay us or put you in funds to pay us.

We may ask you to pay us money on account of our fees and costs. You authorise us to withdraw that money, as well as any other money we hold for you on account of our fees and costs, in order to pay all or part of any bills we have sent to you.

Generally, we review our rates annually but may do so at any time. Unless we have agreed with you specific rates to apply for a period, you agree to be charged at a changed rate from the time we change it whether or not we have notified you of the change.

Engagement of third parties

It may be necessary for us to engage on your behalf specialist services such as advocacy services from another lawyer. We will consult with you as to the terms of that person's engagement including their fees and the manner of their payment.

Bills

You are entitled to receive a bill from us. We usually issue them monthly and when the relevant work is completed. Unless otherwise agreed, our bill is issued only to you and we will look to you for payment.

Our bills are payable within 14 days after issue and in the currency in which they are issued. They are issued on the basis that we receive the amount billed. If a law requires you to deduct an amount on account of tax (such as VAT) or other liability (such as a local levy in mainland China) from a payment to us, you must do so and pay us an additional amount so that, after making the deduction, we receive the amount we would have received had no deduction been required. In this paragraph, a reference to "we" or "us" includes a reference to any of our associated entities or other members of the King & Wood Mallesons network that may be involved in the provision of the services.

We may stop work until unpaid bills are paid. We may also charge you interest on any amount unpaid for 30 days or more after we have given you the bill. However, we cannot take action to recover our costs until one month after we have given you our bill.

If you dispute our bill you may apply to the Court to have our bill "taxed" under the Legal Practitioners Ordinance (Cap 159) (this means our costs will be assessed for their fairness and reasonableness).

Litigation

If your matter involves court proceedings, our fees and costs are payable by you irrespective of the outcome and whether or not an order for costs is made against your opponents. If you are unsuccessful, you may also be required to pay another party's fees and costs as well as your own. If you are successful, your opponent may be ordered to pay some or all of your fees and costs. However, this may not cover the full amount of your fees and costs. You may also not be able to recover your fees and costs from your opponent if your opponent is legally aided or is not financially capable of paying the amount ordered.

Intellectual property

We own the copyright and all other intellectual property rights in everything we create in connection with your matter. Unless we agree otherwise, what we create may be used by you only for the matter for which we create it.

If you provide anything to us (for example, a document for amendment or use as a precedent) you warrant that our use of it for your matter will not infringe any other person's intellectual property rights.

Privacy

You can view and/or download the latest version of our Privacy Statement at our website (<http://www.kwm.com/en/privacy-statement/>). You acknowledge that you have read and are bound by our Privacy Statement. In particular, in relation to information and documents (including personal data) obtained for the purpose of compliance with our regulatory obligations (including any anti-money laundering and counter terrorism financing policies), you confirm your agreement that we may provide or disclose such information and documents (including personal data) to any person within the King & Wood Mallesons network (whether in or outside Hong Kong) or in accordance with our Privacy Statement. You also confirm that you have the permission of each individual whose personal data you give us, for us in receiving, holding and processing those data in accordance with our Privacy Statement.

Anti-money laundering

Under the Anti-Money Laundering and Counter-Terrorist Financing Ordinance (Cap 615) and the Law Society of Hong Kong's Practice Direction P: Guidelines on Anti-Money Laundering and Terrorist Financing, we are required to collect and store information about you and each of your ultimate beneficial owner(s) (if applicable). If we ask, you must provide us with information we require to comply with these requirements. You represent and warrant that all information provided to us is complete, true and accurate in all respects, and undertake to notify us promptly of any change to such information.

Email

Electronic communications may not appear in the same format in which they are sent, are sometimes delayed or not delivered, can be copied and edited and may contain computer viruses. To the extent permitted by law, we are not liable for any loss or damage if this occurs.

How our appointment may end

Our appointment may be ended:

- by you at any time and for any reason by giving us notice in writing; or
- by us, on giving you at least 14 days' notice, if a legal conflict of interest arises or for other just cause, such as if you breach the agreement, require us to act unlawfully or unethically, do not give us adequate or timely instructions, do not pay our bills, do not pay money on account we request, have lost confidence in us or are no longer able to be party to a legal agreement.

You must pay us our fees and costs incurred up to the time our appointment ends and for any work we do in relation to your matter after that time. If we have agreed a fixed fee, you agree to pay us what we reasonably consider reflects the work we have done for you.

If we end our appointment where we act for you in court or tribunal proceedings, we will file notices or seek relevant orders that we have ceased to act for you.

General terms of engagement

Your records

We may agree to hold original records on your behalf. We store them separately from our general files (except to the extent they are needed to work on a matter for you). We need not take any additional steps to secure them (such as keeping them in fire proof custody) and accept no liability if they are destroyed for any reason.

You agree that we can:

- keep files for your matter in electronic form; and
- destroy files (physical or electronic) seven (or 15 in respect of conveyancing matters) years after the file is closed and we are no longer required by law to retain it.

If we keep the file after the time required by law, you agree to pay us storage costs when we ask.

If we are required to deliver your files, documents or other material:

- to you (including if our appointment ends and you have paid all our fees and costs); or
- to any other person.

we may first make copies of them at your cost.

Official requests to us about your matter

We may receive (including after our appointment has ended) an official request to produce documents, give evidence or answer questions in connection with your matter (for example, in court or commission proceedings or by a government agency or official). This may involve us taking action to defend the privilege you have in information or the confidentiality of that information. We will usually ask for your instructions if we receive an official request. You agree to pay for the time we spend in connection with the request at our standard hourly rates which then apply and to pay us for related charges (such as photocopying and barristers' fees).

Relevant law and jurisdiction

The terms of this agreement (together with any appointment letter and any terms which form part of the agreement between us) are governed by the law in force in Hong Kong and are in addition to any other rights we may have at law.

You and we submit to the exclusive jurisdiction of the courts of Hong Kong as regards any claim, dispute, or matter arising from or in connection with this agreement. You further agree that process may be served on you at the recipient's address stated on the appointment letter to which this General Terms of Engagement is attached.

King & Wood Mallesons

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Central
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December 2018 (Hong Kong)

Fees and Costs

Legal fees

This list sets out the hourly rates we currently charge. They vary with the experience and specialisation of our professional staff.

You are charged only for the time spent on your matter. Time is recorded in six minute intervals and we round up to the nearest six minutes.

We may change these rates, from time to time without notice to you.

Partner / Consultant	HKD 7,200 – HKD 12,000 *	USD 930 – USD 1,550
Counsel	HKD 6,900 – HKD 7,200	USD 890 – USD 930
Senior Associate	HKD 6,200 – HKD 6,600	USD 800 – USD 850
Associate	HKD 4,200 – HKD 5,800	USD 540 – USD 750
Legal Manager	HKD 3,700	USD 475
Trainee Solicitor	HKD 2,800 – HKD 3,300	USD 360 – USD 425
Paralegal / Legal Executive	HKD 2,600	USD 335
Translator	HKD 2,400	USD 310
Company Secretary	HKD 1,300 – HKD 3,100	USD 165 – USD 400

* The charge out rate of HKD 12,000 only applies to one senior partner, namely, Ronald Arculli. The charge out rates for all other Partner / Consultant are between HKD 7,200 and HKD 10,270 (both amounts inclusive).

Services and disbursements

This list sets out the amounts we currently charge for common services and disbursements.

Our charges are calculated according to usage.

We add to charges for services and disbursements any fees imposed by third parties (eg online service providers).

We may charge for other, and change the amounts we charge for, services and disbursements from time to time.

We record all charges for services and disbursements in HKD. If your matter is billed in another currency, we convert HKD to that currency at the daily currency exchange rate provided electronically by our bankers on the date which we enter the charge in our records.

Document production (printing and photocopying)	HKD 3.00 per page (colour HKD 6.00 per page)
Telephone (IDD/Roaming)	Cost
Support staff overtime	Cost
Court Lodgments	Cost
Searches by us - land	Cost
- company	Cost
All other disbursements (eg courier, taxi, agent's fees, etc)	As charged by third party